

# **TERMS OF USE - TERMS & CONDITIONS**

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## **ACCEPTANCE OF TERMS AND CONDITIONS**

- Your access and use of the Site is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the Site (known collectively as the "Terms and Conditions").

By use of and/or continued use of the Site you are deemed to have accepted these Terms and Conditions.

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## **CONTENT DISCLAIMERS**

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The information on this site is provided in good faith, but you should not rely on it without making your own independent assessment of it. Byford & Districts Country Club makes no representations about the accuracy, reliability, completeness or timeliness of the Material. The Material may contain inaccuracies or typographical errors. The use of the Site and the Material is at your own risk

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You agree not to carry on any activity in relation to the Site which might involve Byford & Districts Country Club in liability. If you do engage in such activity, you agree to grant Byford & Districts Country Club an unlimited indemnity with respect to your conduct.

## **LINKS**

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You should read carefully the privacy policy and terms and conditions that appear on any site linked to the Site, as Byford & Districts Country Club is not responsible for any practices on linked sites.

You use and access a linked site at your own risk.

## **SEVERANCE OF TERMS**

If any provision of the Terms and Conditions is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Terms and Conditions that will continue in full force and effect.

All rights not expressly granted are reserved. This agreement sets out the entire understanding and agreement between Byford & Districts Country Club and you with respect to the subject matter.

## **CHANGES**

Byford & Districts Country Club has the right to change or discontinue any feature of the Site including the membership offering or business hours.

## **AMENDMENT OF TERMS AND CONDITIONS**

Byford & Districts Country Club may amend the Terms and Conditions at any time by posting the amended terms and conditions on the site.

Amended terms and conditions will be effective immediately after notice is given and you will be bound by the amended terms and conditions from that time.

If the Terms and Conditions have been changed you should check back to confirm whether any of these changes affect you.

## **TERMINATION**

The Terms and Conditions are effective until terminated by Byford & Districts Country Club. Byford & Districts Country Club may terminate this agreement and your access to the Site at any time without notice.

In the event of termination, you are no longer authorised to access the Site.

All restrictions imposed on you, disclaimers and limitations of liability set out in the Terms and Conditions will survive termination. If you violate any Terms and Conditions your right to use and access the Site automatically terminates.

## **GOVERNING LAW**

The Terms and Conditions are governed by and construed in accordance with the laws of Western Australia, Australia.

## **USE OF SITE FROM OUTSIDE AUSTRALIA**

The information on this Site ("the Information") and the terms and conditions of this Agreement ("the Terms and Conditions") have been prepared in accordance with Australian law.

If you are residing in or accessing this Site from a country other than Australia ("the User Country") the Information and the Terms and Conditions may not satisfy the laws of the User Country.

Should the Information and the Terms and Conditions satisfy the laws of the User Country, then you are entitled to use the Site.

In the event that the Information or the Terms and Conditions do not satisfy the laws of the User Country, this Site is not intended for your use, and you are not entitled to rely on the Information. If you do so, you agree to indemnify Byford & Districts Country Club for any loss or damage, which may be incurred by you as a consequence.

## **ACCURACY OF CONTENT**

Byford & Districts Country Club attempts to ensure that the information contained in this web site is accurate and reliable, however, Byford & Districts Country Club assumes no responsibility for any errors appearing in the information.

Persons intending to act on any information contained in this website should first check with Byford & Districts Country Club to ascertain whether any later information is available in respect of the relevant items.

If you are going to rely on this information, it is highly recommended that you verify your results by contacting Byford & Districts Country Club (08) 9525 1276, email [info@bdclub.com](mailto:info@bdclub.com).

## **MEMBERSHIP**

Members who register with Byford & Districts Country Club are eligible to participate in the Member's only prize draws such as Chase The Ace, and receive special offers, and Club Member only promotions.

Your Membership Card is issued by and remains the property of Byford & Districts Country Club and is not transferable or redeemable for cash.

Byford & Districts Country Club reserves the right to change or modify the terms of membership at any time without prior written notice.

Members must present a valid Byford & Districts Country Club Membership Card at the bar to receive their discount.

Families, Groups or Associations cannot be registered for the Byford & Districts Country Club, only individuals.

Byford & Districts Country Club Membership privileges cannot be passed on to other to use without the cardholder being agreeable and in store at the time of the transaction.

Byford & Districts Country Club Ltd will never share, sell, or rent individual personal information with anyone without your advance permission or unless ordered by a court of law. Information submitted to us is only available to employees managing this information for purposes of contacting you or sending you e-mails based on your requesting information. Byford & Districts Country Club Inc is committed to protecting the privacy of our web site visitors and clients. We uphold the highest industry standards in online privacy and permission marketing.

## **MEMBERSHIP CATEGORIES & ENTITLEMENTS**

An applicant may apply for any one of the following membership categories and if accepted into membership will have the following entitlements:

**Social Membership** entitles a member to use the bar and restaurant, enjoy member's only drink specials, attend special events hosted by the club, and use the pool room and bowling green for a fee.

**Bowls Membership** entitles a member to all the benefits of a social membership, plus participation in the Byford Bowling Club championships, competitions and pennants

**Pool Membership** entitles a member to all the benefits of a social membership, plus participation in the Byford Pool Club championships, competitions and pennants.

Memberships expire on 31<sup>st</sup> March each year, and the membership fee is subject to change.

A social member can bring up to 5 guests with them upon each visit.

## **APPLICATION FOR MEMBERSHIP**

An applicant for membership ("the Applicant") of the Byford & Districts Country Club agrees to pay the fee for the category of membership applied for in advance, provided that if the application is not accepted the fee will be forthwith repaid to the applicant.

In the event of acceptance the applicant agrees to pay the subscription specified by the Club for the category of membership, in advance.

The applicant understands that the membership cannot be transferred.

All members by be 18 years or over in order to join the club.

## **REFUND POLICY**

All transactions are processed in Australian Dollars (AUD) and are inclusive of GST.

An applicant for membership ("the Applicant") of the Byford & Districts Country Club agrees to pay the fee for the category of membership applied for in advance, provided that if the application is not accepted, the fee will be refunded to the applicant within a 14 day period.

An application for membership may be refused by the Club without assigning or providing any reason therefore.